

CHAPTER 12
SECTION 6.1
ENCLOSURE 3

MEMORANDUM OF UNDERSTANDING

Oct 22, 87
NUMBER 6010.12
(Model Internal Partnership Agreement)

MEMORANDUM OF UNDERSTANDING

BETWEEN THE (enter name of MTF) AND (enter name of provider)

CITY OF _____ STATE _____

A. GENERAL

1. This agreement is entered into by and between _____,
hereinafter referred to as the hospital, and _____,
hereinafter referred to as the participating health care provider.

2. The purpose of this agreement is to integrate specific _____
hospital and CHAMPUS program resources to provide _____ services
for CHAMPUS beneficiaries in (enter name of MTF).

3. The participating health care provider is licensed to practice medicine in
the State of _____ and has completed
application for clinical privileges at the hospital for the purpose of practicing
medicine in (enter specialty). The participating health care provider agrees to
all terms and conditions of the application for clinical privileges at the hospital
as well as the terms and conditions of this Memorandum of Understanding.

4. The hospital is a U.S. Government health care facility within the department
of Defense operated by the U.S. Department of the _____. The
hospital is accountable to the Surgeon General of the Department of the
_____ as the equivalent of the Board of Trustees. The commander of the
hospital is the local representative of the Board of Trustees and is responsible for
the operation of the hospital.

B. ARTICLES OF AGREEMENT

1. The hospital commander, or designee, shall:

a. Review past and current performance of, determine qualifications of
(including review of liability insurance coverage), and select potential
participating health care providers.

b. Comply with Utilization Review and Quality Assurance Directives and
regulations of the Department of the _____, including but not
limited to:

(1) Ensuring that participating health care providers are credentialed
in accordance with DoD and Military Department regulations and the hospital bylaws.

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(2) Ensuring that participating health care providers adhere to the Department of the _____ hospital bylaws and DoD and Military Department regulations to the same extent and in the same manner as Department of the _____ health care providers.

c. Provide facilities, ancillary support, diagnostic and therapeutic services, and equipment and supplies necessary for the proper care and management of patients under this agreement to the extent available and authorized for that facility.

d. Provide administrative support to participating health care providers to the extent available and authorized for that facility, including:

(1) Maintenance of patient records, including transcription and copying service as may be necessary to satisfy both (enter Military Department) and private practitioner recordkeeping requirements.

(2) Maintenance of participating health care provider case, workload, and credentials files in support of credentialing processes.

(3) CHAMPUS administration requirements, including certification and submission but only to the extent that it is not prohibited by 18 U.S.C. 203, 205.

(4) Reasonable accommodations within the hospital for such periods of time as the participating health care provider may be on after-hours call.

(5) Authorizing subsistence at hospital dining facilities at the rates prescribed for civilian guests.

e. Educate (enter Military Department) hospital staff personnel, beneficiaries, participating health care providers, and other interested civilian providers about the Partnership Program.

f. Provide appropriate reimbursement for care rendered in the hospital to patients not eligible for CHAMPUS benefits.

g. Encourage beneficiaries to use the services of this agreement rather than other CHAMPUS services for care that, in the absence of the Partnership Program, would require issuance of a Nonavailability Statement.

2. The Participating Health Care Provider shall:

a. Meet the licensing and privileging requirements of the MTF (DoD Directives 6025.4 and 6025.2).

b. Monitor overall inpatient medical care and outpatient services that are directly related to the inpatient medical care of patients referred as a part of this agreement except that portion of care rendered by or at the direction of (enter Military Department) health care providers.

c. Provide full professional liability insurance covering acts or omission of such health care provider, as well as those of support personnel not covered by 10 U.S.C. 1089 and other resources supporting that provider as part of this agreement to the same extent as is usual and customary in civilian practice in the community.

d. Provide personal liability coverage applicable to clinical privileges granted with indemnification of the U.S. Government as a third-party beneficiary.

e. Provide full disclosure of all information, including but not limited to past performance as required by the credentialing process.

f. Abide by hospital bylaws and DoD and Military Department regulations with regard to Utilization Review and Quality Assurance Directives, including but not limited to inservice training, maintenance of records, utilization review, performance evaluation, release of medical information, and credentialing.

g. Abide by unique (enter Military Department) requirements concerning the nature of limited privileged communication between patient and health care provider as may be necessary for security and personnel reliability programs.

h. Use all available (enter Military Department) resources; that is, specialty consultations, ancillary services, and equipment and supplies for the optimal care of patients under this agreement.

i. Adhere to the CHAMPUS Health Care Provider Agreement and claim submission requirements concerning allowable payment for services rendered.

C. OTHER CONSIDERATIONS

1. Neither party shall assign, transfer, convey, sublet, or otherwise dispose of this agreement or the right, title, or interest therein or the power to execute such agreement, to any other person, company, or corporations, without the other party's previous written consent.

2. In the event of illness or incapacity rendering the participating health care provider incapable of delivering services, care for patients under this agreement shall be transferred to other participating health care providers at the discretion of the commander of (enter Military Department hospital).

3. The minimum term of this agreement is 2 years with the option to renew for a 2-year period based upon mutual agreement. Termination of this agreement shall be predicted upon satisfactory written notice to the other party not less than 90 days before the proposed termination date. However the 90-day notice may be waived by mutual consent of the parties to the agreement or unilaterally for the convenience of government, including its mobilization requirements.

4. It is understood that the participating health care provider shall abide by (enter Military Department) rules concerning the confidentiality of patient records, as embodied in the Privacy Act of 1974.

5. Participating health care providers shall abide by (enter Military Department) regulations concerning release of information to the public, including advance approval from the (enter Military Department) before publication of technical papers in professional and scientific journals.

6. It is understood that no care rendered pursuant to this agreement will be a part of a study, research grant, or other test without the written consent of the hospital, OCHAMPUS, and the Assistant Secretary of Defense (Health Affairs).

7. The hospital's liability for actions of its employees (hospital staff and Military Department practitioners, but excluding participating health care providers) is governed by Title 10, United States Code, Section 1089.

TRICARE/CHAMPUS POLICY MANUAL 6010.47-M JUNE 25, 1999
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IN WITNESS WHEREOF, each of the parties hereunto has executed this agreement effective on this _____ day of _____, 19 ____ .

UNITED STATES OF AMERICA

By _____

Title _____

PARTICIPATING HEALTH CARE FACILITY

Name

Address